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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;  
ORACLE AMERICA, INC., a Delaware  
corporation; and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;  
SETH RAVIN, an individual,

Defendants.

Case No 2:10-cv-0106-LRH-PAL

**ORACLE'S RESPONSE TO RIMINI'S  
MOTION TO SEAL PORTIONS OF  
ITS OPPOSITION AND CERTAIN  
SUPPORTING DOCUMENTS**

1 Plaintiffs Oracle USA, Inc., Oracle America, Inc., and Oracle International Corporation  
 2 (collectively “Oracle”) submit this response in support of Defendant Rimini Street’s (“Rimini’s”) motion to seal (Dkt. 265).

4 In its motion, Rimini asked the Court to seal certain documents attached to its Appendix  
 5 of Exhibits based on Oracle’s designation of those documents as either Confidential or Highly  
 6 Confidential under the Protective Order (Dkt. 55). Oracle supports Rimini’s request, and  
 7 provides the following brief descriptions to further illustrate why there is a “compelling reason”  
 8 to keep these documents under seal. *See Selling Source, LLC v. Red River Ventures, LLC*, 2011  
 9 WL 1630338, \*4 (D. Nev. Apr. 29, 2011).

- 10 • Exhibits 1 and 2 to Rimini’s Appendix include highly confidential excerpts from  
 11 the depositions of Safra Catz and Charles Phillips. Ms. Catz and Mr. Phillips  
 12 have served as co-presidents of Oracle, and the excerpted portions of their  
 13 depositions contain extremely sensitive discussions of Oracle’s pricing policies  
 14 and other business strategies related to Oracle’s competitors and its customers.  
 15 This information is not shared with the public, and if disclosed, could be used  
 16 against Oracle in customer negotiations or in the marketplace by Oracle’s  
 17 competitors.
- 18 • Exhibits 14 and 15 to Rimini’s Appendix are highly confidential excerpts of  
 19 Oracle’s interrogatory responses. The responses identify some of the specific  
 20 ways in which Oracle’s revenue streams have been harmed by Rimini’s conduct.  
 21 The responses also describe certain confidential business processes within Oracle.  
 22 This information is not public, and if disclosed, could harm Oracle and could be  
 23 used against Oracle by its competitors.
- 24 • Exhibits 16 and 18 to Rimini’s Appendix are highly confidential license  
 25 agreements containing terms related to Oracle’s customers’ use of Oracle’s  
 26 software. The licenses are the product of arms-length negotiations, and are not  
 27 disclosed in the ordinary course. Publicizing them would undermine Oracle’s  
 28 ongoing licensing efforts, which are an important part of its business.

- 1           • Exhibits 17 and 19 to Rimini’s Appendix are highly confidential excerpts of  
2           Oracle’s copyrighted technical documents. These documents contain valuable  
3           information about Oracle software and are the subject of Oracle’s first cause of  
4           action for copyright infringement. Oracle only shares these documents with  
5           licensees who have active support contracts. Disclosing the documents would  
6           erode the documents’ value and would undermine Oracle’s efforts to encourage  
7           its customers to renew their support contracts.
- 8           • Exhibits 20, 21, 22, and 23 to Rimini’s Appendix are confidential and highly  
9           confidential internal communications related to Oracle’s competitive analysis of  
10          the third-party support market and certain confidential business practices related  
11          to a specific customer.<sup>1</sup>
- 12          • Exhibit 3 to Rimini’s Appendix at 56:12-57:8 recites terms from the highly  
13          confidential license agreement between Oracle and Crestone International,  
14          relating to CedarCrestone’s use of Oracle’s software. These terms are not  
15          disclosed in the ordinary course. Publicizing them would undermine Oracle’s  
16          ongoing licensing efforts, which are an important part of Oracle’s business.

17          These documents pertain to confidential pricing policies, license negotiations, internal  
18          business practices, competitive intelligence, Oracle’s relationships with its customer base, and  
19          other extremely sensitive non-public information. Thus, there is a compelling reason for sealing  
20          the documents. *E.g.*, *Selling Source*, 2011 WL 1630338 at \*6 (“Where the material includes  
21          information about . . . agreements with clients, there are compelling reasons to seal the material  
22          because possible infringement of trade secrets outweighs the general public interest in  
23          understanding the judicial process.”); *Golden Boy Promotions, Inc. v. Top Rank, Inc.*, 2011 WL  
24          686362, \*2 (D. Nev. Feb. 17, 2011) (sealing records even though parties “failed to mention  
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26          <sup>1</sup> Although the expert report of Randall Davis includes highly confidential information, Oracle  
27          does not believe a Highly Confidential designation applies to the specific portion of the report  
28          that Rimini attached to its Appendix as Exhibit 5.

1 specific harms that could occur,” because information was not intended to become public, and, if  
2 disclosed, could have caused business harm); *Stone v. Advance America, Cash Advance Centers,*  
3 *Inc.*, 2011 WL 662972, \*3 (S.D. Cal. Feb. 11, 2011) (sealing documents because they “might  
4 become a vehicle for improper purposes in the hands of business competitors”).

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6 For the foregoing reasons, Oracle supports Rimini’s request to file the documents  
7 discussed above under seal.

8  
9 DATED: May 14, 2012

BINGHAM McCUTCHEN LLP

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11 By: /s/ Geoffrey M. Howard  
12 Geoffrey M. Howard  
13 Attorneys for Plaintiffs  
14 Oracle USA, Inc., Oracle America, Inc.,  
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